

True copy \_\_\_\_\_

For the  
District of Oregon  
Portland Division

## NOTICE OF REMOVAL

NOTICE OF REMOVAL

**1. Basis for Removal:** This action is removable to this Court pursuant to 28 U.S.C. §1441 because this Court has original jurisdiction over this matter under 28 U.S.C. § 1332 and is between citizens of different States.

**2. Facts Supporting Removal:**

- a. Defendant, James E. Jacobson, Jr. is the *Plaintiff* in Case no. 3:23-cv-01551 HZ, previously filed in the District Court for the State of Oregon, Portland, Division, which was initially filed on or about 11/01/2023, which is an action for an Injunction and Money Damages for Discrimination and Violation of Civil Rights, including rights protected under the Fourteenth Amendment to the Constitution of the United States; the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*; The Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Financial Abuse of An Elderly or Disabled Person, ORS 124.100, *et seq.*; Discrimination against a disabled person in violation of § 504 of the Rehabilitation Act of 1973, 87 Stat. 394, as amended, 29 U. S. C. § 794., for violation of ORS Chapter 90., *et seq.*, and for Negligence.
- b. Defendant, James E. Jacobson, Jr., filed a first amended complaint in Case No. 3:23-cv-01551-HZ on or about 01/31/2024, specifically naming TMG Management Property Services NW, LLC as a defendant. TMG Management Property Services NW, LLC is the only entity associated with The Management Group, Inc., a Washington Corporation that is licensed to conduct business in the State of Oregon.
- c. Ms. Carman Villarma is listed as the registered agent for TMG Management Property Services NW, LLC, even though she does not maintain a physical presence in the State of Oregon. Ms. Villarma is a resident of Washington State; her principal office is located in Vancouver, WA.
- d. That same Ms. Carman Villarma is also listed as the registered agent, as well as a “governor” for The Management Group, Inc., and her actual office is located in Vancouver, WA.

- e. Ms. Villarma has actual knowledge of attempted service by the U.S. Marshalls on or about 03/05/2024 in Case no. 3:23-cv-01551-HZ, and The Management Group, Inc. filed the matter now removed about a week later or on 03/13/2024.
  - f. Case No 24LT05538 filed in the Circuit Court for the State of Oregon, for the County of Multnomah is in fact the SAME CASE as Case No. 3:23-cv-01551 HZ, previously filed in the District Court for the State of Oregon, Portland, Division, filed in November 2023. In addition to blatant forum shopping, Case No. 24LT05538, is clearly retaliatory, and is just another example of on-going abuse, discrimination and harassment inflicted on defendant Jacobson by The Management Group, Inc, who, by their own declaration appears to be a real party in interest in Case No. 3:23-cv-01551 HZ, as opposed to the SHAM entity listed in the business registry for the Oregon Secretary of State, namely, TMG Management Property Services NW, LLC.
  - g. Next, the allegations in Case No 24LT05538 are fraudulent. Attached is Plaintiff's Exhibit 1, captioned "RESIDENTIAL EVICTION SUMMONS", which includes an alleged invoice for sums for unpaid rent for December 2023, and January 2024, when in fact, those sums were paid in full. These invoices are disputed in their entirety.
    - i. The so called "RESIDENTIAL EVICTION SUMMONS" does not include any proof (such as a copy of signed lease), that shows any legal obligation between Defendant and the purported Plaintiffs whatsoever.
3. Apart from the fact that The Management Group, Inc., a Washington Company, lacks any authority to transact *any* business in the State of Oregon (including the commencement of a legal action); and the attorney having filed this action has no legal or otherwise delegated authority to file ANY action on behalf of Gresham Park Apartments, LLC. In other words, neither named Plaintiff is a proper party to the action now removed. The entire State action is frivolous and without merit. It is just another example of on-going abuse being inflicted on defendant.

4. Case No 24LT05538 filed in the Circuit Court for the State of Oregon, for the County of Multnomah, was filed in BAD FAITH and in violation of a prior stipulation reached with Mr. Bradley Krauss, esq., of the firm WarrenAllen, LLP in Case No. 3:23-cv-01551 HZ, in which Mr. Krauss has appeared on behalf of other defendants in that matter, namely, AH Albion House, LLC and AH Gresham Park, LLC, or the alleged owners of Gresham Park Apartments. Defendant asserts that he was misled by Mr. Krauss and any alleged prior stipulation with Mr. Krauss is WITHDRAWN.
5. **Procedure:** In compliance with 28 U.S.C. § 1446, a copy of all process, pleadings and orders served upon the defendant in this action being removed is attached hereto:
  - a. RESIDENTIAL EVICTION SUMMONS, dated 03/13/2024 (not served)
  - b. Return of Service, US Marshalls Service
6. **Timing of Removal:**
  - a. This Notice of Removal is filed within thirty days after receipt, by the defendant, of a copy of the initial pleading setting forth the claim for relief upon which the action or proceeding is based, or within thirty days after the service of the summons upon the defendant, if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter.
7. **Notice to Adverse Parties:**
  - a. A copy of this Notice of Removal is being served on all adverse parties and filed with the Clerk of the Circuit Court for the State of Oregon, for the County of Multnomah.

**WHEREFORE**, Defendant respectfully requests that this Court accept jurisdiction over this action and grant such other and further relief as this Court deems just and proper.


**8. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information and belief that this Notice: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if so identified, will likely have evidentiary support after a reasonable investigation or discovery; and (4) the Notice otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in dismissal of my case.

Date of signing: 03/28/2024

Signature of defendant:

A handwritten signature in blue ink, appearing to read 'J. E. Jacobson, Jr.', with a horizontal line underneath.

Printed Name of defendant:

James E. Jacobson, Jr.



3/14/2024 9:31 AM

**IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH**

The Management Group, Inc., A Corporation of  
Washington; Gresham Park Apartments, LLC  
Plaintiff (Landlord or Agent)

Case No.: 24LT05538

**RESIDENTIAL EVICTION SUMMONS**

v.

James Jacobson and All Other Occupants  
Defendant (Tenant or Occupant)

TO: James Jacobson and All Other Occupants, 805 NE Kane Drive, Unit 109, Gresham, OR 97030  
Street Address and city of property occupied by defendant.

N/A

Mailing Address if different

**NOTICE TO TENANTS: READ THESE PAPERS CAREFULLY! YOUR LANDLORD WANTS TO EVICT YOU**

ON 04/03/2024 AT 8:45 A.M., you must come to court at the location below. You do not have to pay any fees to the court for this first hearing.

- If you *do not* appear in court and your landlord does, your landlord will win automatically and can have the Sheriff physically remove you from the property.
- If you *do* show up in court and your landlord does not, this eviction action will be dropped (dismissed).
- If both of you show up in court:
  - The judge may ask you to try to reach an agreement with your landlord, but this is voluntary. Trained mediators may be available for free to help you resolve disputes.
  - The Court will schedule a trial if you and your landlord do not reach an agreement or if you do not agree to move out.

**IF YOU WANT A TRIAL, YOU MUST:**

- Be in court at the time scheduled above. Allow time to get through security;
- On the same day, file an *Answer* with the Court giving a *legal* reason why you should not be evicted (the Court can give you a form);
- Give a copy of the *Answer* to your landlord (or your landlord's agent or lawyer); and
- Pay a filing fee. The judge may defer payment if you are low-income. Go to [www.courts.oregon.gov](http://www.courts.oregon.gov) to see what the filing fee will be.

**GO TO THIS LOCATION:** Multnomah County Court House, 1200 SW First Ave., Courtroom 2A, Portland, OR 97204

**REQUIRED DISCLOSURES TO TENANT:**

- If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency.
- Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**IF YOU HAVE ANY QUESTIONS, YOU SHOULD SEE AN ATTORNEY IMMEDIATELY.** If you need help in finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or go to [www.OregonStateBar.org](http://www.OregonStateBar.org).

S/Anna S. McCormack

Signature of Plaintiff (landlord or agent)

Anna S. McCormack, OSB #023875

Name of Plaintiff (printed)

10535 N.E. Glisan St., Suite 200, Portland, OR 97220-4095

Address of Plaintiff

(503) 255-8795

mccormack@warrenallen.com

Plaintiff's telephone number

Email

March 13, 2024

Dated

3/14/2024 9:31 AM

**IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH**

The Management Group, Inc., A Corporation of  
Washington; Gresham Park Apartments, LLC  
Plaintiff (Landlord or Agent)

Case No.: 24LT05538

**RESIDENTIAL EVICTION  
COMPLAINT**

v.

James Jacobson and All Other Occupants  
Defendant (Tenant or Occupant)

Filing fee at ORS 105.130

**PLAINTIFF-LANDLORD:**

**DEFENDANT-TENANT:**

The Management Group, Inc., A Corporation of  
Washington; Gresham Park Apartments, LLC  
Address: 10535 N.E. Glisan St., Ste 200  
City: Portland  
State: OR Zip: 97220-4095  
Phone: (503) 255-8795

James Jacobson and All Other Occupants  
Mailing Address: 805 NE Kane Drive, Unit  
109  
City: Gresham  
State: OR Zip: 97030  
Phone: Unknown County: Multnomah

1. Defendant-Tenants are in possession of the dwelling unit, premises or rental property described above or  
located at: 805 NE Kane Drive, Unit 109, Gresham, Multnomah County, OR 97030

2. Plaintiff-Landlord is entitled to possession of the property because of:

☐ 24-hour notice for **personal injury, substantial damage, extremely outrageous act or unlawful  
occupant.** (ORS 90.396 or 90.403)

☐ 24-hour or 48-hour notice for **violation of a drug or alcohol program.** (ORS 90.398)

☐ 24-hour notice for **perpetrating domestic violence, sexual assault or stalking.** (ORS 90.445)

☐ 72-hour notice for **nonpayment of rent in a week-to-week tenancy.** (ORS 90.394(1)) .

☐ 7-day notice **with stated cause in a week-to-week tenancy.** (ORS 90.392(6))

☐ 10-day notice for a **pet violation, a repeat violation in a month-to-month tenancy or without stated  
cause in a week-to-week tenancy.** (ORS 90.392(5), 90.405 or 90.427(2))

☐ 10-day or 13-day notice for **nonpayment of rent.** (ORS 90.394(2)).

☐ 20-day notice for **repeat violation.** (ORS 90.630(5))

☐ 30-day, 60-day or 180-day notice **without stated cause in a month-to-month tenancy.** (ORS 90.427(3)(b) or  
(8)(a)(B) or (C) or 90.429)

☒ 30-day notice **with stated cause.** (ORS 90.392, 90.630 or 90.632):

☒ **The stated cause is for nonpayment as defined in section 55 of this 2023 Act.**



- 1 ☐ 60-day notice with stated cause. (ORS 90.632)
- 2 ☐ 90-day notice with stated cause. (ORS 90.427(5) or (7))
- 3 ☐ Notice to bona fide tenants after foreclosure sale or termination of fixed term tenancy after foreclosure  
4 sale. (ORS 86.782 (6)(c))
- 5 ☐ Other notice \_\_\_\_\_
- 6 ☐ No notice (explain) \_\_\_\_\_

7 **A COPY OF THE NOTICE RELIED UPON, IF ANY, IS ATTACHED**

8 3. If Plaintiff-Landlord uses an attorney, the case goes to trial, and Plaintiff-Landlord wins in court, Plaintiff-  
9 Landlord can collect attorney fees from the Defendant pursuant to ORS 90.255 and 105.137(3).

10 Plaintiff-Landlord requests judgment for possession of the premises, court costs, disbursements, and attorney  
11 fees.

12 **I certify that the allegations and factual assertions in this complaint are true to the best of my knowledge.**

13 s/Anna S. McCormack  
14 Signature of landlord or agent

March 13, 2024  
Date

15 Anna S. McCormack, OSB #023875  
16 Name of landlord or agent (Printed)  
17 Email: mccormack@warrenallen.com



**NOTICE OF TERMINATION FOR CAUSE: NONPAYMENT****DATE:** January 26, 2024**TO TENANTS):** James Jacobson and All Other Occupants**UNIT (PREMISES) ADDRESS:** 805 NE Kane Drive, Unit 109B, Gresham, Oregon 97030

You are hereby notified that you have materially violated your Rental Agreement in the following manner (each violation is separate and distinct):

**1. Rent:** You have failed to pay the entirety of the rent due for the following month(s) (each month set forth below constitutes a separate and distinct violation):

Month/Year	Rent Due	Month/Year	Rent Due
December 2023	\$1265.60		\$
January 2024	\$1588.00		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

The above violation(s) can be cured. In order to cure (remedy) the above unpaid rent violation(s), you must pay each amount set forth in the above "Rent Due" column by the cure deadline specified below.

**2. Utilities:** You have failed to pay utility charges for the following month(s) (each month set forth below constitutes a separate and distinct violation):

Month/Year	Utility Charge Due	Utility Type	Month/Year	Utility Charge Due	Utility Type
Nov 2023	\$76.34	T/W/S		\$	
Dec 2023	\$74.36	T/W/S		\$	
Jan 2024	\$72.26	T/W/S		\$	
	\$			\$	
	\$			\$	
	\$			\$	

The above violation(s) can be cured. In order to cure (remedy) the above unpaid utility violation(s), you must pay each amount set forth in the above "Utility Charge Due" column by the cure deadline specified below.

**3. Late Fees:** You failed to pay your rent on the due date. Per your Rental Agreement, you became obligated to pay a late fee for each month in the amount shown below and you have not paid said late fee(s) (each month set forth below constitutes a separate and distinct violation):

Month/Year	Late Fee Due	Month/Year	Late Fee Due
January 2024	\$150.00		\$
	\$		\$
	\$		\$

The above violation(s) can be cured. In order to cure (remedy) the above unpaid late fee violation(s), you must pay each amount set forth in the above "Late Fee Due" column by the cure deadline specified below.

**IMPORTANT:** Notice Continues on Next Page

**4. Other Charges:** You have failed to pay the following charges in accordance with your Rental Agreement (each amount set forth below constitutes a separate and distinct violation):

Month/Year	Type of Charge (Specify)	Amount Due
		\$
		\$
		\$
		\$

The above violation(s) can be cured. In order to cure (remedy) the above unpaid charge violation(s), you must pay each amount in the above "Amount Due" column by the cure deadline specified below.

☐ If checked, payment must be paid by money order or cashier's check due to the return of previous checks.

**TYPE OF SERVICE/CURE DEADLINE/TERMINATION DATE**

☒ **First Class Mail. Cure Deadline:** The violation(s) set forth above must be remedied by 11:59 p.m. on February 12, 2024 ("cure deadline"). This cure deadline is at least seventeen (17) days after the date this notice was mailed, not counting the date of mailing. If you complete the above-described remedies by the foregoing cure deadline, your Rental Agreement will not terminate pursuant to this notice.

**Termination Date:** If you fail to remedy the violation(s) set forth above by the foregoing cure deadline, your Rental Agreement will terminate at 11:59 p.m. on February 29, 2024. This termination date is at least thirty-three (33) days after the date this notice was mailed, not counting the date of mailing.

**Repeat Violation:** If substantially the same act or omission which caused this notice to be given recurs within six (6) months following the date of this notice, Landlord may terminate the Rental Agreement upon at least ten (10) days' written notice specifying the breach and the date of termination of the Rental Agreement as provided by ORS Chapter 90.

**Warning Notice:** The defaults or conduct set forth in this notice constitute a violation of your Rental Agreement. If your tenancy is a fixed-term tenancy, Landlord may choose to terminate the tenancy at the end of the fixed term if there are three violations of your Rental Agreement within the twelve (12) month period preceding the end of the fixed term. Correcting the third or subsequent violation is not a defense to such a termination.

**Veterans:** If you (the recipient of this notice) are a veteran of the armed forces, (a) assistance may be available from a county veterans' service officer or community action agency, and (b) the contact information for the local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**LANDLORD/AGENT:** The Management Group, Inc., A Corporation of Washington;  
Gresham Park Apartments, LLC

**LANDLORD/AGENT ADDRESS:** 805 NE Kane Drive, Gresham, Oregon 97030

cc/Enclosure

- ☐ Copy sent to Housing Authority on same date if resident has Section 8 Voucher.  
☐ If property is in City of Portland, completed Rental History Form is served herewith  
☐ If property/dwelling unit is HUD-subsidized, HUD Disclosures served herewith

**IMPORTANT:** Notice [HB 2001 Disclosure] Continues on Next Page



**NOTICE RE: EVICTION FOR NONPAYMENT OF RENT**

**THIS IS AN IMPORTANT NOTICE OF WHERE TO GET HELP IF YOU  
ARE FACING POTENTIAL EVICTION FOR NONPAYMENT**

(Spanish) Este formulario está disponible en español en:  
(Russian) Бланк этого документа можно получить на русском языке в:  
(Vietnamese) Đơn này có bằng tiếng Việt tại:  
(Traditional Chinese) 本表格的繁体中文版在:  
(Korean) 한국어로 번역된 양식은 다음 웹 사이트에서 찾을 수 있습니다:  
<https://www.courts.oregon.gov/forms/Pages/landlord-tenant.aspx>

You must comply with deadlines identified in a notice of nonpayment or you risk losing your housing

Rental assistance and support services may be available. Dial 2-1-1 or go to [www.211info.org](http://www.211info.org). Find a local service provider at <https://www.oregon.gov/ohcs/housing-assistance/pages/emergency-rental-assistance.aspx>

Low-income tenants may be able to receive free or low-cost legal advice by contacting a legal aid organization. Go to <https://oregonlawhelp.org> to find an office near you. The Oregon State Bar provides information about legal assistance programs at [www.osbar.org/public](http://www.osbar.org/public)

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**You**

provide a sample Notice of Removal for removing an action filed in Oregon State Court to Federal District Court

**Legal+**

Creating a Notice of Removal requires specific legal knowledge and should ideally be tailored to the specific circumstances of the case. However, I can provide you with a basic template. This template should be modified according to the specific details of your case and it's always recommended to consult with a legal professional for accuracy and compliance with current laws and rules of procedure.

**our Name/Your Attorney's Name] [Address] [City, State, Zip Code] [Phone Number]  
[Email Address] [Bar Number if Attorney]**

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON**

**[Plaintiff's Name], Plaintiff,**

v. Case No: [Your Federal Case Number]

**[Your Name/Your Company's Name], Defendant.**

**NOTICE OF REMOVAL**

Please take notice that Defendant, [Your Name/Your Company's Name], hereby removes this action, [Name of the Case], originally filed in the [Name of the State Court], to the United States District Court for the District of Oregon.

1. **Basis for Removal:** This action is removable to this Court pursuant to 28 U.S.C. § 1441 because this Court has original jurisdiction over this matter under 28 U.S.C. § 1332, as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.

2. **Facts Supporting Removal:** [Provide a concise statement of the facts that support your claim for federal jurisdiction, including any relevant dates, events, and the basis for asserting that the jurisdictional amount is satisfied if diversity jurisdiction is the basis for removal].
3. **Procedure:** In compliance with 28 U.S.C. § 1446, a copy of all process, pleadings, and orders served upon the defendant in the action being removed is attached hereto.
4. **Timing of Removal:** This Notice of Removal is filed within thirty days after receipt, by the defendant, of a copy of the initial pleading setting forth the claim for relief upon which the action or proceeding is based, or within thirty days after the service of the summons upon the defendant, if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter.
5. **Notice to Adverse Parties:** A copy of this Notice of Removal is being served on all adverse parties and filed with the Clerk of the [Name of the State Court].

WHEREFORE, Defendant respectfully requests that this Court accept jurisdiction over this action and grant such other and further relief as this Court deems just and proper.

Dated: [Date]

**[Your/Your Attorney's Signature] [Your/Your Attorney's Name Printed]**

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**Attachments:**

1. Copy of all process, pleadings, and orders served upon the defendant in the action being removed.
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Remember, this is a basic template and should be adjusted to fit the specifics of your case. Always consult a legal professional to ensure compliance with all applicable laws and procedural rules.